

REMARKS

Claims 1-33 were examined in the most recent office action, dated October 26, 2004. Claims 19, 20, 27, 28, and 33 stand rejected under 35 U.S.C. §112, first paragraph, for lacking enablement and all claims stand rejected as anticipated by or obvious over certain references. Claims 21, 24, and 30 are amended hereby to more clearly define the claimed subject matter and to differentiate the scope of the claims, but are not amended to be reduced in scope or coverage and are not amended to overcome any cited art. Thus, no amendments are made herein for the purpose of patentability. Reconsideration and allowance of all claims are respectfully requested in view of this response.

All Claims are Enabled.

Applicant respectfully traverses the rejections of claims 19, 20, 27, 28, and 33 as containing subject matter that was not described in the specification in such a way as to enable one skilled in the art to make and/or use the invention. In particular, Applicants disagree with the Examiner's contention that the meaning of "aggressive" and "nonaggressive" is not clear in the description, or that one of ordinary skill in the art would not know what adhesives to employ as "aggressive" and "nonaggressive" adhesives. Reconsideration is requested, as the terms "aggressive" and "nonaggressive" are adequately described in the specification such that one of ordinary skill in the art reading the specification would know what adhesives to employ as the claimed adhesives. In particular, the specification points out that a nonaggressive adhesive is a releasable adhesive, while an aggressive adhesive is a non-releasable adhesive. For example, the first full paragraph of page 6 of the specification states that, "[b]ecause the layer 85 is nonaggressive... the user can pull the first sheet 12 apart from the nonaggressive adhesive 85, thereby re-opening the open end 46 of the pocket 38." The specification contrasts this term by pointing out that "[t]he aggressive adhesive 83 creates a permanent attachment to the second layer 14." (Specification, page 6, first full paragraph). In particular, the application makes it clear that, in an embodiment using only an aggressive adhesive, the pocket can only be opened by "breaking open either the first sheet 12 or the second sheet 14." (See specification, page 10, first full sentence).

Thus, one of ordinary skill in the art, after reading the disclosure and the claims would understand the meaning of "aggressive" and "non-aggressive" adhesives, and could select known adhesives as the recited adhesives.

Claim 1 is Allowable Over the Cited References.

Applicant respectfully traverses the rejection of Claim 1 (and the claims depending therefrom) as anticipated by each of Allen, EP 0363092 ("Allen"); Rappaport, U.S. Patent Application No. 2002/0116854 ("Rappaport"); and Porteous, U.S. Patent No. 6,675,518 ("Porteous"). Claim 1 recites, in part, a first transparent sheet, a second sheet, and an adherent disposed across an open end of a pocket between the first and second sheets and adapted to seal the pocket in a liquid tight fashion. Because each of Allen, Rappaport, and Porteous fails to disclose at least one of these elements, none of Allen, Rappaport or Porteous anticipates claim 1.

In particular, while Allen discloses a packet for intraoral radiography, Allen fails to disclose the use of a transparent sheet as one of the sides of the packet. In fact, the Allen packet is designed to hold unexposed dental x-ray film which must be kept in a light impervious packet, i.e., an opaque packet, to avoid exposing the film to light prior to its use. If such exposure occurs, the film is fogged and therefore unusable for its intended purpose. This characteristic of x-ray film is well known in the art. See, e.g., page 1, the last full sentence, of the attached Exhibit A¹, which states that when any of x-rays, gamma rays, or light strikes the film, a change takes place in the physical structure of the film. As a result, as the paragraph labeled "Envelope Packing" of Exhibit A discusses, each sheet of unexposed x-ray film must be enclosed in a "lighttight envelope" to prevent the exposure of the film (Exhibit A, page 3).

Accordingly, Allen discloses a packet having opaque sides, not transparent sides. The Examiner's contention that the sheets of the Allen device are "inherently transparent polyethylene" is simply incorrect. "Anticipation by inherent disclosure is appropriate only when the reference discloses prior art that must *necessarily* include the unstated limitation."²

¹ Exhibit A is taken from Kodak's website, having the URL as follows:
http://www.kodak.com/global/en/service/pubs/kpro/radiography/W37_09.shtml

² Transclean Corp. v. Bridgewood Services, Inc., 290 F.3d 1364, 1373 (Fed. Cir. 2002).

Not only can the Allen packet have other than transparent sides, as outlined above, the Allen device cannot operate for its intended purposes if it has even a single transparent side.

Therefore, not only is use of a transparent sheet is not inherent in the Allen device, use of a transparent sheet is impossible in the Allen device. As a result, claim 1 is not anticipated by Allen. Further, because the Allen device can not include even a single transparent side, Allen teaches directly away from the combination recited by claim 1, and therefore no rejection for obviousness, even in part, can be based on Allen.

Moreover, Rappaport does not disclose a pocket that is sealed in liquid tight fashion, as recited by claim 1. Rappaport describes a postcard holder having two sheets adhered on three sides with an open mouth on the fourth side. An adhesive strip 24 is disposed along the fourth side and a series of perforations allows for the adhesive strip 24 on the second sheet to be folded away from the first sheet. However, as can be seen in Figs. 3 and 4, a gap 31 is specifically and purposefully left between the adhesive strip 24 and the sidewalls 18 and 20. As Rappaport clearly states, "a gap 31 devoid of adhesive is provided between the adhesive strip 24 and the fold line defined by the perforations 28 so that even if a person inserts a photograph after the line 26 has been removed, it will not jam by becoming stuck to the adhesive strip 24" [para. 22]. Because of this gap, the pocket of Rappaport device is not sealed in a liquid-tight fashion, as required by claim 1. Moreover, the Rappaport device includes a series of perforations that also render the packet other than liquid tight. Therefore, Rappaport does not anticipate claim 1. Further, Rappaport specifically teaches that a gap between the adhesive and an edge is desirable to reduce the possibility of a picture jamming, and thus teaches directly away from using a liquid tight pocket. As such, no rejection for obviousness, even in part, can be based on Rappaport.

Similar to Rappaport, Porteous fails to disclose the use of a liquid tight pocket as recited by claim 1. While the Porteous device includes a first panel having a flap portion 34 with a tacky adhesive 38 for detachably securing a container 12 to an X-ray mount, or alternatively, for folding forward to close the open side 46 of the pocket 32, as shown in Fig. 4, the adhesive 38 and the peel strip 48 on the flap 34 are spaced away from the sidewalls 24 and 28 which prevents a liquid tight seal. Accordingly, if the flap 34 is used to close the top of the packet, there will be a gap at the sidewalls 24 and 28, meaning that the Porteous packet

is not liquid tight. Because Porteous does not disclose a packet that is liquid tight, Porteous does not anticipate claim 1.

Moreover, Porteous fails to provide any suggestion or motivation for making the disclosed packet liquid tight. Because the Porteous device is used to mount dental x-rays to a board, there is no need to make the packet liquid tight. Additionally, making the Porteous packet liquid tight would serve no purpose. Developed x-ray film is, by its nature, not affected by small amounts of moisture. Therefore, there is no need to make the packet of Porteous liquid tight. In any event, Porteous fails to provide any disclosure or suggestion for doing so.

Because none of the cited references disclose each and every feature of claim 1, the cited references fail to anticipate or render obvious claim 1, and claims dependent from claim 1.

Independent Claims 21 is Allowable.

Applicant respectfully traverses the rejection of claim 21 (and the claims depending therefrom) as obvious over Rappaport or Porteous in view of Holsun, U.S. Patent No. 4,244,762 ("Holsun"). Claim 21 recites, in part, sealing the open end of the pocket in a liquid tight fashion. None of Rappaport, Porteous or Holsun discloses this feature and, therefore, no combination of these devices would produce the recited method. As outlined above, neither Rappaport nor Porteous discloses a pocket that is sealed in a liquid tight fashion. Further, while Holsun discloses a photo album page with four pockets, each of the pockets open on one end. Holsun does not disclose that seals of any kind should or could be placed on the open end of the pockets, much less seals that seal in a liquid tight fashion, as recited by claim 21. Because no combination of Porteous, Rappaport, and Holsun produces a device with a packet sealed in a liquid tight manner, no combination of this art can render claim 21 or any claim dependent thereon obvious.

Independent Claim 24 is Allowable.

Applicant respectfully traverses the rejection of claim 24 ("and the claims dependent therefrom") as obvious over either Rappaport or Porteous in view of Holsun. Claim 24 recites, in part, a liquid tight seal forming a pocket between a first sheet and a second sheet, with a first end and a second end of the liquid tight seal abutting the adherent. None of the

cited references disclose this structural feature, and, therefore, no combination of the devices disclosed in these references can produce the recited apparatus. Both Rappaport and Porteous disclose packets that include an adhesive strip that is spaced from the sidewalls.

Accordingly, the packets of Rappaport and Porteous do not include a liquid tight seal abutting an adherent. Holsun does not show an adherent at all. Because none of the cited references discloses a liquid tight seal abutting an adherent, independent claim 24 and dependent claims 25-29 are allowable over the cited references.

Independent Claim 30 is Allowable.

Applicant traverses the rejection of claim 30 (and the claims dependent therefrom) as anticipated by each of Allen, Rappaport, and Porteous. Claim 30 is allowable for all reasons provided with respect to claim 1. Moreover, claim 30 recites a first transparent sheet; a second sheet attached to the first transparent sheet along a liquid tight seal, the liquid tight seal including a vertical seam and two horizontal seams meeting at corners, the horizontal seams each having endpoints opposite the vertical seam; and an adhesive disposed abutting the endpoints of the horizontal seams to seal the pocket in a liquid tight fashion.

Again, Allen fails to disclose a transparent sheet, and specifically teaches away from such a sheet. None of the remaining cited references discloses an adhesive that abuts endpoints of a horizontal seam. Instead, the devices of Rappaport and Porteous have adhesive strips that are spaced from the sidewalls. Accordingly, independent claim 30 and dependent claims 31-33 are allowable over the cited references.

CONCLUSION

In view of the above amendment, applicant submits that the pending application is in condition for allowance. Applicant submits that no fee is due with this amendment. However, if any fee is due, the examiner is authorized to charge account number 13-2855 under 30565/38931 from which the undersigned is authorized to draw.

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Respectfully submitted,


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